

REMARKS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1-12 and 15-17 are currently pending. Claims 1, 3, 4, 7, and 10 have been amended by the present response. The amendments to the claims are supported by the originally filed specification and do not add new matter.

In the outstanding Office Action, Claims 1-12 and 15-17 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,130,283 to Vogel et al. (hereinafter “Vogel”), U.S. Patent No. 6,567,415 to Elwalid et al. (hereinafter “Elwalid”), and U.S. Application Publication No. 2002/0163933 to Benveniste.

In view of the 35 U.S.C. § 103(a) rejection, independent Claim 1 has been amended to clarify that a fixed amount of bandwidth is allocated to a QoS connection, the QoS connection requiring a certain quality of service. Further, Claim 1 clarifies that a certain amount of the allocated fixed amount of bandwidth is freed as freed bandwidth after receiving a request from the owner of the QoS connection, the request indicating an actual needed amount of bandwidth which is less than the said allocated fixed amount of bandwidth.

As such, Claim 1 clarifies that a freed amount of bandwidth is freed from the allocated fixed amount of bandwidth, allocated to the QoS connection.

The Office Action rejects the features previously recited in independent Claim 1 as being unpatentable over Vogel, Elwalid, and Benveniste. In particular, the Office Action associates the previously recited features of allocating a fixed amount of bandwidth and freeing a certain amount of the allocated fixed amount of bandwidth with Vogel’s description of a user terminal determining its need to go to full bandwidth allocation by the amount of data in the input buffers of the terminal.

Applicants respectfully traverse the above rejection of independent Claim 1 because Vogel's above description of the user terminal determining a need to go to its full bandwidth allocation is **not** related to a QoS terminal in Vogel, as discussed below.

Vogel describes a dedicated allocation for a dedicated services mode in which a priority service (i.e., certain quality) is provided to a user terminal involved in VOIP or IP teleconferencing on the basis of a reservation request for this type of service.¹ Further, Vogel describes that such priority service requires satisfying a very strict demand for fixed bandwidth, which is provided by "fencing off" the bandwidth committed to the user terminal on the basis of the reservation request.²

Therefore, in Vogel, the bandwidth committed to the user terminal requiring a certain QoS based on the reservation request is **fenced off**, and **none** of this committed bandwidth can be freed. As such, the Office will appreciate that Vogel teaches away from freeing any amount of bandwidth from the bandwidth committed to a QoS connection.

Thus, Vogel does **not** disclose or suggest the freeing of a certain amount of the allocated fixed amount of bandwidth as freed bandwidth after receiving a resource request from the owner of the QoS connection, as clarified in independent Claim 1.

Further, based on the above discussion, it follows that Vogel's description of the user terminal determining its need to go to its full bandwidth allocation by the amount of data in its input buffers is related to the user terminal having unused bandwidth, which the Office Action associates with the claimed freed bandwidth. However, as stated in Vogel, **no** amount of bandwidth committed to Vogel's QoS connection can be freed because the same is fenced off.

¹ See Vogel, column 3, lines 14-19.

² Id. at column 4, lines 32-45.

Therefore, in Vogel, the user terminal which determines its need to go to its full bandwidth allocation is **not** a QoS terminal having its committed bandwidth fenced off.

Thus, based on the above discussion, Vogel does **not** disclose or suggest the claimed features of allocating a fixed amount of bandwidth to a QoS connection and freeing a certain amount of the allocated fixed amount of bandwidth as freed bandwidth, as clarified in independent Claim 1.

Further, Applicants respectfully submit that neither Elwalid or Benveniste, alone or in combination, remedies the above deficiencies of Vogel. No matter how the teachings of Vogel, Elwalid, and Benveniste are combined, the combination does **not** disclose or suggest allocating a fixed amount of bandwidth to a QoS connection and freeing a certain amount of the allocated fixed amount of bandwidth as freed bandwidth, as clarified in independent Claim 1.

The above discussion regarding independent Claim 1 also applies to independent Claims 4, 7, and 10 because these claims recite features analogous to the features recited in Claim 1.

Accordingly, Applicants respectfully request that the 35 U.S.C. § 103(a) rejections of independent Claims 1, 4, 7, and 10 (and all associated dependent claims) be withdrawn.

Consequently, in view of the present amendment and in light of the above discussion, the outstanding grounds for rejection are believed to have been overcome. The application as amended herewith is believed to be in condition for formal allowance. An early and favorable action to that effect is respectfully requested.

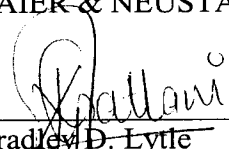
Respectfully submitted,

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